

PO BOX 2264 GRENADA, MS 38902 (O) 662-307-2705 (F) 662-307-2633

OWNER/OPERATOR PACKET

EST. MAY 2021 MS EXPRESS LOGISTICS LLC. 1283 LAKEVIEW DR. GRENADA, MS 38901 **** ALL required documents in this packet must be filled out and signed and returned to MS EXPRESS LOGISTICS LLC before driving.*****

MS EXPRESS LOGISITCS LLC:

Please fill out and sign all documents, if you have any questions or concerns feel free to ask. All documents must be filled out, signed, and turned back in before you will be able to start driving.

OWNER OPERATOR LEASE AGREEMENT

THIS agreement, entered into this ____ day of _____ 20 ___ between <u>MS EXPRESS</u> LOGISTICS LLC, (Hereinafter designated as "Carrier"), and (Hereinafter designated as "Owner Operator"),

WITNESSETH:

WHEREAS, Owner Operator is engaged in the transportation of general **freights of all kinds** (FAK) by motor vehicle as a contract Carrier and desires to transport goods for Carrier; and WHEREAS, to facilitate such transportation and for the convenience in handling such transaction, the parties have agreed to the tenns and conditions under which transportation shall be made, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein contained it is hereby agreed as follows:

(1) GENERAL PROVISIONS:

(a) Owner Operator, in its operations hereunder, shall secure all permits, licenses and approvals necessary for the accomplishment of the work to be done hereunder and shall comply fully with all applicable laws, rules, orders and regulation of all governments and agencies thereof, whether federal, state or local, and shall furnish Carrier with satisfactory evidence thereof whenever requested to do so. Among other things, Owner Operator shall provide to Federal Motor Carrier Safety Administration certificate showing Owner Operator holds contract authority from such commission covering the commodities and transportation routes to which this agreement relates, and Owner Operator shall give immediate notice to Carrier of any cancellation or modification of such authority. When transporting hazardous wastes, substances to or materials pursuant this agreement, Owner Operator shall comply with all applicable federal, state and local hazardous wastes, substances or materials laws and regulations and shall furnish Carrier with satisfactory evidence thereof whenever requested to do so.

(b) The Owner Operator hereby agrees to deliver for the Carrier for transportation, not less than the following amount: **one shipment of freight of all kinds** (FAK) during a period of

. The Owner Operator further agrees, subject to availability and loading tendered for transportation by Carrier.

(c) All such cargo shall be transported hereunder in accordance with this agreement and the provisions of Carrier's tariff's or service contracts applicable to such cargo. Cargo shall include any containers in which goods are packed when received by Owner Operator hereunder.

(d) This agreement shall not be modified or altered unless in writing, signed by both parties to this agreement.

(e) This contract shall terminate all previous contracts between the parties hereto relating to the transportation **Freight all kinds** (FAK) and shall remain in full force and effect for the tenn of this agreement.

(f) It is to be clearly understood and it is the intention of the parties hereto that Owner Operator shall employ all persons operating trucks hereunder, that such persons shall be and remain the employees of the Owner Operator, that the Owner Operator shall be an independent contractor of the Carrier and that nothing herein contained shall be construed to be inconsistent with that relation or status.

(g) It is further to be clearly understood that where the Owner Operator engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Owner Operator to the Carrier as an independent contractor and shall not establish any relationship or obligation between Carrier and any subcontractor. Owner Operator will continue to be solely responsible for compliance with or performance for any subcontractors actually doing such work and will otherwise defend, indemnify and save harmless the Carrier, its agents and servants from any such claims, liabilities, penalties and fines (whether criminal or civil), judgments outlays and expenses (including attorney's fees).

(h) Owner Operator shall defend, indemnify and save harmless the Carrier, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorney's fees) resulting from Owner Operator's failure or the failure of Owner Operator's agents, employees, subcontractors or representatives to comply with any applicable laws and regulations, whether federal, state or local, or property arising out of the performance of this agreement caused by the acts, failure to act or negligence of Owner Operator, subcontractors, its agent, employees, or representatives.

(i) Owner Operator will assume all liability for and will otherwise defend, indemnify and save harmless the Carrier, its agents or servants from any and all liabilities, penalties and fines (whether criminal or civil). Judgments, outlays and expenses (including attorney's fees) resulting from any release or discharge of hazardous wastes, substances or materials that occurs during transportation and Owner Operator will assume all responsibility and liability for cleanup of any release or discharge of hazardous wastes, substances or materials that occurs during transportation and will otherwise defend indemnify and save harmless the Shipper, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorney fees) resulting from the cleanup of any such release or discharge.

(j) Owner Operator will defend, indemnify and save harmless the Carrier, its agents and servants from any and all liabilities, penalties and fines (whether criminal or civil in nature), judgm ents, outlays and expenses (including attorney's fees) resulting from the Owner Operator's failure or the failure of Carrier's agents, employees, subcontractors or representatives to perform any of the terms, conditions, promises or covenants contained in this contract.

(k) Carrier shall have full responsibility for all payments, benefits, and rights of whatsoever nature to or on behalf of any of its employees and to ensure that its subcontractor shall have the same responsibility.

(1) It is further agreed by the parties hereto that Owner Operator is not to display the name of Carrier upon or about any of the Owner Operator's vehicles, without Carrier's written consent.

(m) Any limitation on or exemption from liability in any tariff, receipt, bill of lading, or other document issued by or on behalf of Owner Operator shall have no legal effect and shall not

CARRIER INITIALS

0/0 INITIALS

otherwise apply with respect to shipments tendered by or on behalf of Carrier unless specifically agreed in writing by the Owner Operator. Any limitations on or exemptions from liability contained in a Owner Operator's tariff, receipt, bill of lading, or other document issued in conjunction with a specific shipment moving under this Contract shall have no legal effect and shall not otherwise be applicable to such shipments.

2. RECEIPTS OF GOODS:

(a) Owner Operator agrees, upon receipt from Carrier of such quantities of Carrier's goods as may be tendered from time to time under this agreement by Carrier or by a third party on behalf of Carrier to give Carrier a written receipt thereof, which shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted upon the face of such receipt; and, in the case of transportation of hazardous wastes, substances or materials such written receipt shall be prima facie evidence of receipt of such wastes, substances or materials in a condition and manner which complies with all applicable laws and regulations, whether federal, state or local. In the event that Owner Operator elects to use a tariff, bill of lading, manifest or other form of freight receipt or contract, any terms, conditions and provisions of such bill of lading, manifest or other form shall be subject and subordinate to the terms, conditions and provisions of such tariff, bill of lading, manifest or other form and this Agreement, the terms, conditions and provisions of such tariff, bill of lading, manifest or such tariff, bill of lading, manifest or such tariff, bill of lading, manifest or other form and this Agreement, the terms, conditions and provisions of this Agreement shall govern.

(b) Owner Operator agrees to take signed receipts upon forms satisfactory to Carrier from all persons to whom deliveries shall be made, which receipts shall be retained by Owner Operator for at least two (2) years and shall be available for inspection and use of Shipper.

3. CARE AND CUSTODY OF MERCHANDISE:

(a) Owner Operator hereby assume the liability of an insurer of the prompt and safe transportation of all goods entrusted to its care, and shall be responsible to Carrier for all loss or damage of whatever kind and nature and howsoever, caused to any and all goods entrusted to Owner Operator hereunder occurring, while same remains in the care, custody or control of Owner Operator or to any other persons to whom the Owner Operator may have entrusted said goods and before said goods are delivered as herein provided or returned to Carrier.

(b) On occasion, Owner Operator will be requested to transport reefer cargo refrigerated containers. On all occasions, refrigerated containers must be transported with an attached generator set (nose mounted or under-slung) unless specifically advised by Carrier in writing that a generator set is not required. It is the Carrier's responsibility to ensure a generator set is attached and running properly at the assigned temperature at the time of interchange.

4. INSURANCE:

(a) Owner Operator agrees to be a motor Carrier member in good standing in the Uniform Intermodal Interchange Agreement (UIIA). Owner Operator further agrees to comply with the insurance requirements of the Federal Motor Carrier Safety Administration and the states through which the Owner Operator operates. Owner Operator's insurance coverage shall, at a minimum, comply with the minimum requirements as stated in the UIIA.

(b) The Owner Operator agrees to carry cargo, personal injury, death, equipment and general insurance and will promptly reimburse Carrier for the value of any goods (including containers) lost or destroyed during the period of Owner Operator's responsibility under clause (3) (a). All such insurance shall be as additional insured.

CARRIER INITIALS ___

0/0 INITIALS ____

(c) The Owner Operator agrees to provide the UilA with appropriate certification and a copy of each policy of insurance and renewals thereof or other satisfactory evidence that Owner Operator has obtained insurance in compliance with the requirements and terms of this agreement.

(d) The Owner Operator will arrange with its broker and/or insurance Carrier(s) that notice of coverage and limits will be sent directly to the UIIA, as well and cancellation notices and amendments to coverage(s).

5. ASSIGNMENTS:

This contract cannot be assigned by Owner Operator without the written consent of Carrier.

6. COMPENSATION, COMMODITIES, TERRITORY:

(a) Acceptable rates and charges, rules and regulations, the commodities to be transported, and the points from and to which they shall be transported, are to be furnished the Carrier, the Federal Motor Carrier Safety Administration and other regulatory bodies as may be required, as set forth in the rate schedule attached hereto and made a part hereof. Carrier agrees to pay Owner Operator as full compensation for services to be performed by Carrier under said rules and regulations the rates and charges set forth in the rate schedule, within sixty (60) days of invoice date.

(b) This agreement is to become effective upon signature by Carrier and Owner Operator.

7. CONFIDENTIALITY:

Owner Operator shall treat as confidential, and not to disclose to third parties, the terms of this agreement or any information concerning the Carrier's business including information regarding suppliers, products and customers without in each instance obtaining Carrier's written consent in advance.

8. NOTICES:

All notices given pursuant to this agreement shall be given in writing by certified or registered mail, return receipt requested, and addressed as directed by the parties from time to time. CARRIER:

9. APPLICABLE LAW:

To the extent state law applies, this agreement shall be governed by and interpreted in accordance with the laws of the state of _____.

SIGNATURES

OWNER OPERATOR •

NAME

CARRIER

NAME

CARRIER INITIALS _____

0/0 INITIALS ____

Contingency Fund \$300.00 weekly until \$3,000.00; Money will be given back to you after ALL bills, rentals, and any other unpaid dues are paid in full.

EQUIPMENT LIST:

VEHICLE #1

YEAR:
MAKE:
MODEL:
SERIAL (VIN)#:
LICENSE PLATE #:
VEHICLE TYPE:

IFTA #:_____

LICENSE INFORMATION (ATTACH COPY OF DL)

Name on Driver's License:

Driver's License#: _____

State of Issue: _____

Expiration Date: _____

MEDICAL CARD INFORMATION (ATTACH COPY OFMC)

DATE OF ISSUANCE: _____

DATE OF EXPIRATION:

O/O INITIALS ____

MS EXPRESS LOGISTICS LLC

- PERCENT OF GROSS ____ PAY TO MS EXPRESS LOGISTISCS ____ PAY TO OWNER OPERATOR including fees
- TRAILER RENTAL **<u>\$130.00</u>** WEEKLY
- NEXTRAQ DEVICE RENTAL <u>\$4.00</u> WEEKLY
- BESTPASS/ EASYPASS TOLLS WILL BE PAID WEEKLY
- PREPASS DEVICE RENTAL <u>\$4.00</u> WEEKLY
- DASH CAMERA DEVICE RENTAL\$ 4.00 WEEKLY
- TRANSACTION FEES <u>\$1.25</u> PER TRANSACTION
 - ELOG HARDWARE & SERVICES <u>\$19.00</u> WEEKLY

INSURANCE COVERAGE:

- LIABILITY & ACCESS LIABILITY INSURANCE <u>\$230.00</u> WEEKLY
- BOBTAIL INSURANCE **<u>\$15.00</u>** WEEKLY
- CARGO INSURANCE <u>\$12.00</u> WEEKLY
- OCCUPITIONAL INSURANCE WEEKLY \$33.72 + 2.50 (admin fees)= \$36.23 WEEKLY \$28.83 + 2.50 (admin fees)= \$31.34 WEEKLY
- PHYSICAL INSURANCE

FUNDING:

- QUICK PAY: 3.5% NEXT DAY PAY BASED ON WHEN ALL PAPERWORK IS TURNED IN AND ACCOUNTED FOR.
- WEEKLY PAY: 1.5% BASED ON WHEN ALL PAPERWORK IS TURNED IN AND ACCOUNTED FOR.

DISCOUNTS:

- FUEL DISCOUNTS @ LOVES'
- REPAIR/TIRE DISCOUNTS ON THE ROAD @ SELECTED LOCATIONS.
- REPAIR/TIRE DISCOUNTS @ MS SALES AND SERVICE.

*****FUEL & REPAIRS WILL BE SETTLED WEEKLY!****

MS EXPRESS LOGISTICS can provide you with the documents needed to file IFTA, or we can complete it for you quarterly for \$15.00 WEEKLY PLUS THE IFTA CHARGES.

CARRIER INITIALS__

LEASED TO:

'GRENADA, MS · MEMPHIS, T-N USDOT 3629812 MC 1243154 MC 1243154 Psalms 5:12 VIN

WWW. MS FRE IG HTCO. NET



Great American Insurance Company 301 E. 4th Street Cincinnati, OH 45202-4201 513.369.5000

HEALTH SPECIAL RISK, INC. 880 Sibley Memorial Highway, Suite 101 Mendota Heights, MN 55118 Policyholder: HEALTH SPECIAL RISK MASTER PROGRAM 880 Sibley Memorial Highway, Suite 101 Mendota Heights, MN 55118 Policy number: 0A3940788 Rate Per Driver Per Month: \$145.00

OCCUPATIONAL ACCIDENT INSURANCE INDIVIDUAL OWNER-OPERATOR APPLICATION

DESCRIPTION OF BENEFITS	OCCUPATIONAL	NON-OCCUPATIONAL
ACCIDENTAL DEATH AND DISMEMBERMENT		
MAXIMUM BENEFIT AMOUNT	\$200,000 PRINCIPAL SUM	\$10,000 PRINCIPAL SUM
SURVIVOR'S BENEFIT (LUMP SUM)	((\$50,000 DEATH LUMP SUM)+	LUMP SUM
	\$1500 PER MONTH UP TO 100 MONTHS)	
NCURRAL PERIOD	52 WEEKS INCLUDED IN	52 WEEKS INCLUDED IN
ACCIDENTAL DISMEMBERMENT - INCLUDING PARALYSIS	PRINCIPAL SUM	PRINCIPAL SUM
ND SEVERE BURN BENEFIT		
CCIDENTAL MEDICAL EXPENSE	\$1,000,000 MAXIMUM	\$5,000 MAXIMUM
OMMENCEMENT PERIOD	BENEFIT AMOUNT 90 DAYS	BENEFIT AMOUNT 90 DAYS
EDUCTIBLE	\$0 DATS	\$0
NCURRAL PERIOD	104 WEEKS	52WEEKSNOT
CCIDENTAL DENTAL	\$1,000 PER INJURY/	COVERED
AXIMUM BENEFIT AMOUNT	\$10,000 LIFETIME	
CHIROPRACTIC CARE, OCCUPATIONAL THERAPY,	NO SUB-LIMIT APPLIES	NO SUB-LIMIT APPLIES
HYSICAL THERAPY EMPORARY TOTAL DISABILITY	*\$450 MAYJ \$150 MIN PER WEEK	NOT COVERED
VAITING PERIOD	7 DAYS RETROACTIVE	NOT COVERED
OMMENCEMENT PERIOD	90DAYS	
URATION-MAXIMUM BENEFIT PERIOD	104 WEEKS	
	•subject to the lesser ot 70% of Average Weekly	
	Earnings or the Maximum Weekly Benefit Amount shown	
CONTINUOUS TOTAL DISABILITY	*\$450 MAX \$150 MIN PER WEEK	NOT COVERED
AITING PERIOD	104 WEEKS	
URATION-MAXIMUM BENEFIT PERIOD	UP TO SOCIAL SECURITY RETIREMENT AGE.	
	RETIREMENT AGE	
	 subject to the lesser ot 70% of Average Weekly 	
	Earnings or the Maximum Weekly Benefit Amount shown	
DDITIONAL <u>BENEFIT RIDERS</u> : ERNIA OR HEMORRHOID OR OCCUPATIONAL DISEASE		
R CUMULATIVE TRAUMA	\$10,000 PER INJURYSUBJECT TO A \$40,000 LIFETIME MAXIMUM MAXIMUM BENEFIT PERIOD: 10 WEEKS	
	MAXIMON BENEFIT PENDD. 10 WEEKS	
ERTIFICATE COMBINED SINGLE LIMIT ANY ONE		
CCIDENT AND AGGREGATE	\$1,000,000	
*Social Security Retirement Age (SSRA) will vary dep is/her SSRA before satisfying the waiting period, he/s		
his coverage is not Workers' Compensation Insurance		
apply This policy does not cover disease unles		

benefits apply). This policy does not cover disease unless otherwise endorsed. The list of benefits is only a brief description of the actual coverages. Certain exclusions and limitations do apply. For complete details please refer to your policy. In the event of any conflict between the information listed here and the actual policy, the insurance policy will govern in all cases.

F.32309(6-09)-HSR Plan A

Page 1 of 1

2. DRIVER AND BENEFICIARY INFORMATION

1.

Name:	.DOB:
Address:	City:
State: Zip: Home Phone:	Cell:
Beneficiary Name:	Relationship:
Indicate type of driver: Owner Operator	Date of Hire:
Other, including an authorized passenger	
CDL Number:	nit NumberNIN#:
Commodity Hauled:	and the second se
Motor Carrier Name & Address:	
Agent Name:	Agent Phone:
Agent Address:	
coverage becomes effective when this application has been received and approved understand that I will no longer be eligible for coverage upon my 65th birthday and the terminates on the date the policy is terminated; or I am no longer under contract with understand that coverage may be available on an individual policy subject o underwork.	nat coverage will therefore cease. I further understand that coverage the above mentioned motor carrier; or my premium is not paid. I also
Owner-Operator Signature	Date
Medical Information Authorization: I hereby authorize any licensed physician, mediacility, insurance company or any other organization, institution or person that has a of furnish such information or copies of records to the insurance companies associat shall be as valued as the original.	ny records, including any medical history for the above named person
Owner-Operator Signature	Date
FLORIDA STATUTE 817.234(1)(b) Any person who knowingly and with intent to injure, defraud, or deceive any insurer f	
application containing any false, incomplete, or misleading information is guilty of a fe	
Application containing any false, incomplete, or misleading information is guilty of a ference of the second secon	lony of the third degree." or benefit or knowingly



Great American Insurance Company 301 E. 4h Street Cincinnati, OH 45202-4201 513.369.5000

Agency:

HEALTH SPECIAL RISK, INC. 880 Siblev Memorial Highway, Suite 101 Mendola Heights, MN 55118 HEALTH SPECIAL RISK MASTER PROGRAM Policyholder: 880 Sibley Memorial Highway, Suite 101 Mendota Heights, MN 55118 Policy number: 0A3940789 Rate Per Driver Per Month: \$124.00

OCCUPATIONAL ACCIDENT INSURANCE INDIVIDUAL OWNER-OPERATOR APPLICATION I. SCHEDULE OF BENEFITS: (FOR OWNER-OPERATORS AGE 23 TO 65)

NON-OCCUPATIONAL **OCCUPATIONAL DESCRIPTION OF BENEFITS** ACCIDENT AL DEATH AND DISMEMBERMENT \$10,000 PRINCIPAL SUM MAXIMUM BENEFIT AMOUNT \$150,000 PRINCIPAL SUM LUMP SUM SURVIVOR'S BENEFIT (LUMP SUM) ((\$25,000 DEATH LUMP SUM)+ \$1000 PER MONTH UP TO 125 MONTHS) 52 WEEKS INCLUDED IN INCURRAL PERIOD 52 WEEKS INCLUDED IN PRINCIPAL SUM ACCIDENT AL DISMEMBERMENT - INCLUDING PARALYSIS PRINCIPAL SUM AND SEVERE BURN BENEFIT ACCIDENT AL MEDICAL EXPENSE \$5.000 MAXIMUM \$500.000 MAXIMUM **BENEFIT AMOUNT BENEFIT AMOUNT** 90 DAYS COMMENCEMENT PERIOD 90 DAYS \$0 DEDUCTIBLE \$0 **52WEEKSNOT INCURRAL PERIOD** 104 WEEKS ACCIDENTAL DENTAL COVERED \$1,000 PER INJURY/ MAXIMUM BENEFIT AMOUNT \$10.000 LIFETIME CHIROPRACTIC CARE, OCCUPATIONAL THERAPY. PHYSICAL NO SUB-LIMIT APPLIES NO SUB-LIMIT APPLIES THERAPY TEMPORARY TOTAL DISABILITY *\$450 MAX/ \$150 MIN PER WEEK NOT COVERED WAITING PERIOD **7 DAYS RETROACTIVE** COMMENCEMENT PERIOD 90DAYS DURATION-MAXIMUM BENEFIT PERIOD 104 WEEKS 'Subject to the lesser ot. 70% of Average Weekly Earnings or the Maximum Weekly Benefit Amount sholM CONTINUOUS TOTAL DISABILITY NOT COVERED *\$450 MAX/ \$150 MIN PER WEEK WAITING PERIOD 104 WEEKS **UP TO SOCIAL SECURITY** DURATION-MAXIMUM BENEFIT PERIOD RETIREMENT AGE.. 'Subject to the lesser ot. 70% of Average Weekly Earnings or the Maximum Weekly Benefit Amount shOIM ADDITIONAL BENEFIT RIDERS: HERNIA OR HEMORRHOID OR OCCUPATIONAL DISEASE OR \$10,000 PER INJURY SUBJECT TO A \$40,000 LIFETIME MAXIMUM MAXIMUM BENEFIT PERIOD: 10 WEEKS CUMULATIVE TRAUMA CERTIFICATE COMBINED SINGLE LIMIT ANY ONE ACCIDENT \$500,000 AND AGGREGATE

This coverage is not Workers' Compensation Insurance or for any other purpose except occupational accidents (unless non-occupational benefits apply). This policy does not cover disease unless otherwise endorsed. The list of benefits is only a brief description of the actual coverages. Certain exclusions and limitations do apply. For complete details please refer to your policy. In the event of any conflict between the Information listed here and the actual policy, the insurance policy will govern in all cases.

• social Security Retirement Age (SSRA) will vary depending upon your date of birth. If you are to reach your SSRA before satisfying the waiting period, you may not qualify for Continuous Total Disability Benefits.

2. DRIVER AND BENEFICIARY INFORMATION

4

	DOB:
Name:	
Address:	City:
State: Zip: Home Phone:	Cell:
Beneficiary Name:	Relationship:
Indicate type of driver: Owner Operator o	Date of Hire:
Other, including an authorized passenger o	
CDL Number:	Unit NumberNIN#:
Commodity H a u l e d :	
Paid by: 10990 W-2 O Contracted By:	
Motor Carrier Name & Address:	
Agent Name:	Agent Phone:
Agent Address:	
coverage becomes effective when this application has been received and approved understand that I will no longer be eligible for coverage upon my 65th birthday and it tenminates on the date the policy is terminated; or I am no longer under contract wit understand that coverage may be available on an individual policy subject to under Owner-Operator Signature Medical Information Authorization: I hereby authorize any licensed physician, m	that coverage will therefore cease. I further understand that coverage h the above mentioned motor carrier; or my premium is not paid. I also writing guidelines in effect at termination of the above policy. Date edical practitioner, hospital, clinic or other medical or medically related
facility, insurance company or any other organization, institution or person that has to furnish such information or copies of records to the insurance companies associated shall be as valued as the original.	
Owner-Operator Signature	Date
FLORIDASTATUTE817.234(1)(b) "Any person who knowingly and with intent to injure, defraud, or deceive any insurer application containing any false, incomplete, or misleading information is guilty of a	files a statement of claim or an felony of the third degree."
NEW MEXICO STATUTE 59A-16C-8 "Any person who knowingly presents a false or fraudulent claim for payment of a loc	ss or benefit or knowingly
presents false information in an application for insurance is guilty of a crime and ma criminal penalties."	ay be subject to civil fines and

OHIO INSURANCE CODE 3999.21

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insured, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."